



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

February 5, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF RENEWAL AGREEMENT WITH ECLIPSYS CORPORATION
(1st District) (3 Votes)**

CIO RECOMMENDATION: APPROVE [X] APPROVE WITH MODIFICATIONS []
DISAPPROVE []

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to offer and sign a renewal agreement, substantially similar to Exhibit I, with Eclipsys Corporation to provide hardware maintenance, software and technical support services for the Clinical Documentation System (CDS) at LAC+USC Medical Center, with a maximum County obligation of \$2,125,052 from March 1, 2004 through February 28, 2007.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of the recommended action is to ensure continued hardware maintenance and software support services for an automated patient charting system which provides bedside computing and monitoring of vital signs of critically ill patients in the medical, surgical and neuro-surgical intensive care units at LAC+USC Medical Center.

The existing CDS is currently operational and performing flawlessly since it was upgraded for Y2K in September 1999. The system allows for automated charting of critically ill patients and monitoring of their vital signs. This data is necessary to make real-time clinical decisions. The Clinical Documentation System has become an essential component in improving patient care outcomes.

The County has guidelines for the timely submission of contracts for Board approval. However, DHS was unable to submit the recommended agreement three (3) weeks prior to the effective date because of lengthy negotiations with the contractor to clarify contract provisions.

FISCAL IMPACT/FINANCING:

The maximum County obligation under the proposed Agreement is \$2,125,052 for March 1, 2004 through February 28, 2007. Funding is available in the FY 2003-04 DHS Adopted Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 27, 1999, the Board approved an Agreement with Eclipsys to provide system hardware and software upgrade, hardware maintenance and software support and services for the CDS at LAC+USC Medical Center in the amount of \$1,917,144, retroactive from March 1, 1999 through February 28, 2001.

On February 13, 2001, the Board approved a renewal agreement in the amount of \$2,724,092, effective March 1, 2001 through February 28, 2004, for continued hardware maintenance and software support and services for the CDS at LAC+USC Medical Center and adopted recommendations made by the Chief Information Office to research alternatives to reduce the operating cost of the Agreement and to have DHS report to the Board with their findings within six (6) months from the approval of the Agreement. This analysis was conducted and was able to reduce the level of Contractor on-site support staff (from two (2) engineers to one (1) engineer), which resulted in a net cost savings of \$810,000 in the current Agreement. The proposed agreement incorporates this existing level of on-site support augmented by remote support services.

In order to further reduce the cost of the Contractor on-site support staff under the Agreement, LAC+USC Medical Center shall by March 1, 2004, submit a budget request to the Chief Administrative Office for an Information Systems Manager I position to replace the Eclipsys on-site employee. DHS will then negotiate with Eclipsys to further reduce the cost of this contract.

The renewal agreement includes indemnification and insurance provisions approved by the Chief Administrative Office Risk Management Operations. County Risk Management has recommended that this Agreement include standard County language regarding insuring the County against any claim against Eclipsys with regard to infringing on the intellectual property of another party. Eclipsys declined to accept that language, referring the County instead to more general language already in the agreement that holds the County harmless in the even of a claim against Eclipsys. DHS believes the risk associated with the alternate language is minimal, in part because the software involved has been on the market for approximately 13 years and the likelihood of an intellectual property claim at this stage in the product life cycle is remote. DHS believes it is in the interest of the County to proceed with the Agreement as written.

The agreement also includes a Limitation of Remedies and Liability provision negotiated by Eclipsys, which limits the Contractor's liability for any damages arising from the agreement or the product or services provided by Eclipsys to the amount paid by the County pursuant to the proposed renewal agreement.

The agreement includes the latest Board mandated provisions covering the Contractor's Obligation as a Business Associate under the Health Insurance Portability and Accountability Act of 1996, Compliance with Jury Service Program and the Safely Surrendered Baby Law.

Attachment A provides additional information.

The Honorable Board of Supervisors
February 5, 2004
Page 3

The attached agreement (Exhibit I) with Eclipsys has been approved as to use and form by County Counsel.

The Chief Information Officer concurs with the Department's recommendation.

CONTRACT PROCESS:

Traditionally, system hardware and software upgrade, maintenance and software support services are required directly from the original equipment manufacturer on a sole source basis. Due to the propriety and confidential nature of the system software, no other firm can perform the services described in the agreement. Therefore, DHS recommends approval of this agreement.

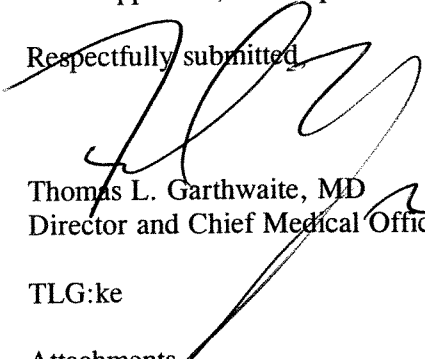
The products and services covered under the agreement were not advertised on the Los Angeles County On-Line Web Site because DHS determined that the requirements are of a highly technical nature.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended renewal agreement will ensure that the existing Clinical Documentation System remains operational at LAC+USC Medical Center.

When approved, this Department requires three signed copies of the Board action.

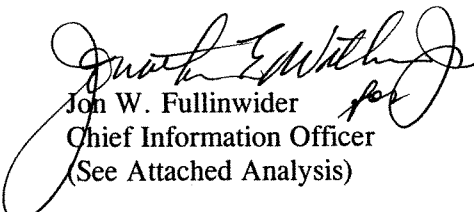
Respectfully submitted,


Thomas L. Garthwaite, MD
Director and Chief Medical Officer

TLG:ke

Attachments

Reviewed by:


Jon W. Fullinwider
Chief Information Officer
(See Attached Analysis)

c: Chief Administrative Officer
Chief Information Office
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. Type of Service:

Under this agreement, Eclipsys will provide hardware maintenance, software support, and services for the Clinical Documentation System at LAC+USC Medical Center.

2. Agency Address and Contact Person:

Eclipsys Corporation
444 North 44th Street
Phoenix, Arizona 85008
Attention: Robert Bell
Telephone: (602) 389-8000
Facsimile: (602) 389-1111

3. Term:

The term of the renewal agreement will be from March 1, 2004 through February 28, 2007.

4. Financial Information:

The maximum County obligation of the proposed agreement is \$2,125,052.

5. Geographic Area to be served:

First District

6. Persons Accountable for Program Evaluation:

Primary: Peter Delgado, Executive Director
Alternate: David Runke, Associate Executive Director and CFO

7. Approvals:

Finance:	Gary W. Wells, Director
DHS Information Systems Branch:	Robert Greenless, Ph.D.
County Chief Information Officer:	Jon W. Fullinwider, Chief Information Officer
Contracts and Grants:	Diana Sayler, Interim Chief
County Counsel (approval as to form):	Leela A. Kapur, Assistant County Counsel

CIO ANALYSIS

RENEWAL AGREEMENT WITH ECLIPSYS CORPORATION

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☐ Contract Amendment ☒ Contract Renewal
☐ Sole Source Contract

New/Revised Contract Term: Base Term: 3 years # of Option Yrs:

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Frederic Torres, Chief, Clinical Engineering Department
LAC+USC Medical Center

Budget Information :

Y-T-D Contract Expenditures	\$ 4,935,830
Requested Contract Amount	\$ 2,125,052
Aggregate Contract Amount	\$ 7,124,078

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

Strategic Alignment:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

Project/Contract Description:

The Department of Health Services (DHS) is requesting your Board to delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to sign an agreement renewal with Eclipsys Corporation (Eclipsys) for continued hardware maintenance, software maintenance and support services for the Clinical Documentation System (CDS), which provides bedside computing and vital statistics required to monitor patients in the Medical Intensive Care Unit and Surgical Intensive Care Unit at LAC+USC Medical Center. The term of the agreement is for three years through February 28, 2007, and the contract maximum is \$2,125,052.

Background:

The CDS serves approximately 50 beds in the Medical Intensive Care Unit, the Surgical Intensive Care Unit, and the NeuroSurgery Intensive Care Unit at LAC+USC. The license, installation and support for this system was first acquired through a Purchase Order (P.O.) agreement issued by Internal Services Department/Purchasing and Contract Services (ISD/PCS) with a term of one year from EMTEK Healthcare Systems (EMTEK). Subsequently, the following agreements were approved:

- The Board approved a second P.O. agreement with a term of 48 months on March 27, 1990. Several subsequent P.O. agreements were issued pending completion of a Board-approved agreement.
- Eclipsys acquired EMTEK on March 6, 1998, and the Board approved an agreement on April 27, 1999 with Eclipsys retroactive to March 1, 1999. This agreement was for system hardware, software upgrade, hardware and software maintenance and support services in the amount of \$1,917,144, with a term ending on February 28, 2001.
- The Board approved the current agreement with Eclipsys for maintenance and support services on February 13, 2001 in the amount of \$2,724,092, with a term ending on February 28, 2004. In addition, your Board instructed DHS to examine alternatives to reduce vendor on-site support staff (the contract includes two on-site engineers), which represents approximately half of the contract amount.

The proposed renewal amendment, if authorized by your Board, would continue hardware and software maintenance and support services. The agreement includes limitation of liability negotiated by Eclipsys, which limits their liability for any damages arising from this agreement to the contract maximum amount. With respect to the analysis to reduce the cost of support, DHS found that insourcing (hiring County staff) all system support was not feasible given the current market for the specialized skill sets required (Unix programming and system administration, biomedical equipment interface development, and knowledge of physiology and medical record keeping). However, the Department was able to reduce the level of on-site support (from two engineers to one engineer) resulting in a net savings of \$810,000 in the current agreement. The proposed agreement incorporates this existing level of on-site support augmented by remote support services resulting in a net savings of \$810,000 in the current agreement.

To further reduce the cost of the contractor's on-site support staff, DHS will be requesting a new budgeted item from the Chief Administrative Office in March 2004 to replace the remaining Eclipsys on-site employee.

Project Justification/Benefits:

The CDS provides automatic patient charting of critically ill patients and promotes greater efficiency in the delivery of care. By providing the data necessary for timely clinical decisions, the CDS is an essential component in improving patient outcome.

Project Metrics

This is a maintenance agreement for an existing operational system and the metric is that the system will continue to operate satisfactorily.

Impact If Proposal Is Not Approved

If this agreement is not approved as recommended, it will impact the multitude of critically ill patients at the Medical Center. Physicians depend heavily on the real time information that this system provides to make decisions on the best treatment course for ICU patients.

Alternatives Considered:

No other alternatives were considered due to the proprietary nature of the system software.

Project Risks:

There are two primary risks identified in the agreement that deal with Contractor intellectual property (IP) insurance and limitation of liability.

- 1) Eclipsys has declined to accept standard language recommended by County Risk Management regarding Contractor IP insurance, which would protect the County against any patent infringement claim against Eclipsys.
- 2) Eclipsys has also negotiated a limitation of their liability for any damages up to the amount paid by the County for their product.

DHS has agreed to these limitations because Eclipsys has proven to be a reliable vendor partner and has successfully supported the system at these facilities since 1998. Also, DHS believes these positions are consistent with the general marketplace and is reasonable.

Risk Mitigation Measures:

None

Financial Analysis:

Estimated year-to-date expenditures for this system are \$4,935,830. The proposed agreement represents a maximum County obligation of \$2,125,052. Funds for this amendment are budgeted in the DHS Fiscal Year 2003-2004 Budget.

CIO Concerns:

None

CIO Recommendations:

My office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: 2/10/2004
Prepared by: Theresa M. Lundy
Date: 2/10/2004
Approved: Joseph E. Anttila
Date: 2/10/2004

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ECLIPSYS CORPORATION
FOR
ECLIPSYS CLINICAL DOCUMENTATION SYSTEM
AT THE LAC+USC MEDICAL CENTER

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>APPLICABLE PROVISIONS</u>	<u>PAGE</u>
1.0	Applicable Documents	1
2.0	Definitions	2
3.0	Administration of Agreement – COUNTY	4
4.0	Administration of Agreement – CONTRACTOR	6
5.0	Products and Services	8
6.0	Changes and Amendments	8
7.0	Term	9
8.0	Contract Sum	9
9.0	CONTRACTOR's Rate Adjustments/Suspension	9
10.0	New Technology	10
11.0	Invoices and Payments	11
12.0	Assignment/Delegation of Rights	11
13.0	Covenant Against Contingent Fees	12
14.0	Termination for Improper Consideration	13
15.0	Independent Contractor Status	14
16.0	Subcontracting	14
17.0	Indemnification and Insurance	19
18.0	Limitations of Remedies and Liability	24
19.0	Business Records Retention and Inspection	25

TABLE OF CONTENTS (Contd.)

<u>PARAGRAPH</u>	<u>APPLICABLE PROVISIONS</u>	<u>PAGE</u>
20.0	Disclosure of Information	25
21.0	Confidentiality	26
22.0	Patent, Copyright and Trade Secret Indemnity	29
23.0	Compliance with Law	29
24.0	County Lobbyists	29
25.0	Prohibition Against The Recruitment of Employees	30
26.0	Contractor Performance During Civil Unrest or Disaster	30
27.0	Validity	31
28.0	Waiver	31
29.0	Captions and Paragraph Headings	31
30.0	Governing Laws	31
31.0	Termination Provisions	32
32.0	Nondiscrimination and Affirmative Action	36
33.0	Notice of Delays	37
34.0	Notices	37
35.0	Conflict of Interest	39
36.0	County Audit Settlements	39
37.0	Employment Eligibility Verification	40
38.0	Fair Labor Standards Act	40
39.0	Authorization Warranty	41

TABLE OF CONTENTS (Contd.)

<u>PARAGRAPH</u>	<u>APPLICABLE PROVISIONS</u>	<u>PAGE.</u>
40.0	Most Favored Public Entity	41
41.0	County's Quality Assurance Plan	41
42.0	Contractor's Warranty of Adherence to County's Child Support Compliance Program	42
43.0	Termination for Breach of Warranty to Maintain Compliance with Child's Support Compliance Program	43
44.0	Contractor's Acknowledgment of County's Commitment To Child Support Enforcement	43
45.0	Dispute Resolution Procedure	44
46.0	CONTRACTOR's Exclusion from Participation in a Federally Funded Program	46
47.0	Damage to County Facilities, Buildings or Grounds	47
48.0	Access to County Facility	47
49.0	County Facility Work Space	48
50.0	Warranty Pass-through	48
51.0	Licenses, Permits, Registrations, Accreditations and Certificates	48
52.0	Physical Alterations	49
53.0	No Third Party Beneficiaries	49
54.0	Consideration of Hiring County Employees Targeted for Layoff	49
55.0	Consideration of GAIN/GROW Program Participants for Employment	50
56.0	Notice to Employees Regarding the Federal Earned Income Credit	50
57.0	Contractor Responsibility and Debarment	50
58.0	Contractor's Obligation as a Business Associate under the Health Insurance	

TABLE OF CONTENTS (Contd.)

<u>PARAGRAPH</u>	<u>APPLICABLE PROVISIONS</u>	<u>PAGE.</u>
	Portability and Accountability Act of 1996 Contractor Responsibility and Debarment	52
59.0	Compliance with Jury Service Program	61
60.0	Safely Surrendered Baby	63
61.0	Contractor to Notify County When It Has Reached 75% of Maximum Contract Sum (Under Contract Sum Provision)	63
62.0	No Payment for Services Provided Following Expiration/Termination of Agreement	64
	Signature	65

EXHIBITS

PAGE

Exhibit A	Statement of Work	A-1
Exhibit B	Hardware and Software Listing	B-1
Exhibit C	Service and Support Agreement	C-1
Exhibit D	Pricing and Billing Schedule	D-1
Exhibit E	CONTRACTOR Employee Acknowledgment and Confidentiality Agreement	E-1
Exhibit F	CONTRACTOR's EEO Certification	F-1
Exhibit G	Business Enterprise Identification Form	G-1
Exhibit H	Certification Regarding Conflict of Interest	H-1

APPENDICES

Appendix A	County of Los Angeles Policy on Doing Business with Small Business	A
Appendix B	Chapter 2.201 Living Wage Program	B
Appendix C	Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance	C
Appendix D	Listing of Contractors Debarred in Los Angeles County	D
Appendix E	Guidelines for Assessment of Proposer Labor Law/Payroll Violations	E
Appendix F	IRS NOTICE 1015	F
Appendix G	Safely Surrendered Baby Law	G

This Agreement is made and entered into this ____ day of _____, 2004 by and between the County of Los Angeles, hereinafter referred to as "COUNTY", and ECLIPSYS Corporation, hereinafter referred to as "CONTRACTOR", for the service and support of ECLIPSYS Clinical Documentation System equipment, software, and related services, hereinafter sometimes referred to as "service".

1.0 APPLICABLE DOCUMENTS:

Interpretation: Exhibits A, B, C, D, E, F, G, and H are attached to and form a part of this Agreement and constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule or contents of a deliverable product between the Agreement and the Exhibits, or between Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the body of the Agreement and then to the Exhibits according to the following priority:

- (1) EXHIBIT A - Statement of Work
- (2) EXHIBIT B - Hardware and Software Listing
- (3) EXHIBIT C - Hardware and Software Support Agreement
- (4) EXHIBIT D - Pricing and Billing Schedule
- (5) EXHIBIT E - CONTRACTOR Employee Acknowledgment
And Confidentiality Agreement
- (6) EXHIBIT F - CONTRACTOR's EEO Certification
- (7) EXHIBIT G - Business Enterprise Identification Form
- (8) EXHIBIT H - Certificate Regarding Conflict of Interest

2.0 DEFINITIONS:

- 2.1 Acceptance: As used herein, the term "Acceptance" shall mean COUNTY's written approval of any tasks, deliverables, goods, services or other work provided by CONTRACTOR to COUNTY pursuant to this Agreement.
- 2.2 Application Software: As used herein, the term "Application Software" shall mean all Application Software listed in Subsection B (Application Software) of Section II (System Software) of Exhibit B (Hardware and Software Listing). Reference to Application Software may include one or more components thereof or all Application Software in the System.
- 2.3 CONTRACTOR: As used herein, the term "CONTRACTOR" shall mean the Eclipsys Corporation.
- 2.4 COUNTY: As used herein, the term "COUNTY" shall mean the County of Los Angeles, California.
- 2.5 COUNTY Facility: As used herein, the term "COUNTY Facility" shall mean COUNTY's LAC+USC Medical Center, a component of the Northeast Cluster.
- 2.6 Days: Unless otherwise stated, "Days" shall be defined as calendar days.
- 2.7 Deficiency (ies): As used herein, the term "Deficiency (ies)" shall mean defect(s) in design, materials, or workmanship; error(s); omission(s); deviation(s) from published or agreed standards, Specifications, or COUNTY-approved System Design Reports; or other problem(s) which result in the System not performing in accordance with the documentation (including, but not limited to, Specifications, but excluding marketing brochures, Websites, press releases, and promotional correspondence) published by, or available from CONTRACTOR, any Subcontractor or other applicable vendors under this Agreement.

- 2.8 Deliverable: As used herein, the terms “Deliverable” shall mean an item and/or a service to be provided by the CONTRACTOR under this Agreement identified as a numbered Deliverable in Exhibit A (Statement of Work).
- 2.9 Director: As used herein, the term “Director” shall mean the Director of COUNTY’s Department of Health Services or his authorized designee.
- 2.10 Downtime: As used herein, the term “Downtime” shall mean that period of time when any component of the System functions incorrectly due to System Hardware or System Software Deficiencies and COUNTY’s use of the System cannot be fully continued.
- 2.11 Hardware Maintenance: As used herein, the term “Hardware Maintenance” shall mean those services specified in Exhibit C (Hardware and Software Service and Support Agreement) and in Exhibit D (Pricing and Billing Schedule).
- 2.12 Hardware Support: As used herein, the term “Hardware Support” shall mean those services specified in Exhibit C (Hardware and Software Support).
- 2.13 LAC+USC: As used herein, the term “LAC+USC” shall mean the Los Angeles County + University of Southern California Medical Center, also sometimes referred to as “Medical Center”.
- 2.14 Operating Software: As used herein, the term “Operating Software” shall mean all the software and related documentation which are required to operate the System, which have been developed and are owned by third parties, and which are supplied by CONTRACTOR and licensed to COUNTY pursuant to this Agreement. Reference to Operating Software may include one or more components thereof or all Operating Software in the System as identified in Section II.A (System Software) of Exhibit B (Hardware and Software Listing).
- 2.15 Software: As used herein, the term “Software” shall mean Operating Software,

Application Software, and System Software. Reference to "Software" may include one or more components thereof.

- 2.16 Software Support: As used herein, the term "Software Support" shall mean those services specified in Exhibit C (Hardware and Software Support).
- 2.17 System: As used herein, the term "System" shall mean all System Hardware, System Software and services described in Exhibit A (Statement of Work) and Exhibit D (Pricing and Billing Schedule) and as otherwise agreed to, in writing, by COUNTY and CONTRACTOR, pursuant to this Agreement. Reference to the "System" may include one or more components thereof, including System Software, System Hardware or the entire System.
- 2.18 System Hardware: As used herein, the term "System Hardware" shall mean that equipment currently installed at the LAC+USC Medical Center, at the time of renewal of this Agreement, as stated in Section I (System Hardware) of Exhibit B (Hardware and Software Listing).
- 2.19 System Software: As used herein, the term "System Software" shall mean Application Software and Operating Software. Reference to "System Software" may include one or more components thereof as identified in Section II (System Software) of Exhibit B (Hardware and Software Listing).
- 2.20 Task: As used herein, the terms "Task" and tasks shall mean one of the major areas of work to be performed under this Agreement identified as a numbered Task in Exhibit A (Statement of Work).

3.0 ADMINISTRATION OF AGREEMENT - COUNTY:

- 3.1 COUNTY'S Project Director: COUNTY's Project Director for this Agreement shall be the following person or his/her designee:

Mr. Frederic Torres, Project Director
Clinical Engineering Department
LAC+USC Medical Center

1200 North State Street, Room 1112
Los Angeles, California 90033
Telephone: (323) 226-5063
FAX: (323) 226-8136
Internet: ftorres@lacusc.org

COUNTY's Project Director, or his/her designee, will on a regular basis, interface with CONTRACTOR'S Project Manager, as needed, to verify that the objectives of this Agreement are met.

COUNTY's Project Director, or his/her designee, is not authorized to make any changes in the terms and conditions of this Agreement and is not authorized to obligate COUNTY in any respect whatsoever.

COUNTY's Project Director will provide direction to CONTRACTOR in the areas relating to policy, contractual issues, information requirements and procedural requirements.

- 3.2 COUNTY's Project Manager: COUNTY's Project Manager for this Agreement will be the following person or his/her designee:

Mr. Gilbert Galvan, Project Manager
Information Management Services
LAC+USC Medical Center
1200 North State Street, Room 1112
Los Angeles, California 90033
Telephone: (323) 226-2211
FAX: (323) 226-4981
Internet: ggalvan@lacusc.org

COUNTY's Project Manager will be responsible for confirming that the technical standard and requirements of this Agreement are met and for evaluating CONTRACTOR's performance under this Agreement.

COUNTY's Project Manager, or his/her designee, is not authorized to make any changes in the terms and conditions of this Agreement and is not authorized to obligate COUNTY in any respect whatsoever.

COUNTY's Project Manager will advise COUNTY's Project Director as to

CONTRACTOR's performance in areas relating to technical requirements and technical standards.

3.3 Approval of Invoices: All invoices submitted by CONTRACTOR under this Agreement must be approved in writing by the County's Project Manager. Approval of the invoices will not be unreasonably withheld, and in no instance will said approval take more than thirty (30) calendar days from receipt of invoices by COUNTY.

3.4 COUNTY Personnel: Unless otherwise stated in this Agreement, all COUNTY personnel assigned to this Agreement shall be under the exclusive supervision of COUNTY. CONTRACTOR understands and agrees that all such COUNTY personnel are assigned only for the convenience of COUNTY.

CONTRACTOR hereby represents that its price(s) and performance hereunder are based solely on the work of CONTRACTOR's personnel, except as otherwise expressly provided by this Agreement.

4.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR:

4.1 CONTRACTOR'S Project Director: CONTRACTOR's Project Director shall be the following person who shall be a full-time employee of CONTRACTOR:

Mr. Stephen Carper, Regional President
ECLIPSYS Corporation
620 Newport Center Drive - 11th Floor
Newport Beach, California 92660
Telephone: (949) 718-4427
FAX: (949) 718-4429
Internet: steve.carper@eclipsys.com

4.2 CONTRACTOR's Project Manager: CONTRACTOR's Project Manager for this Agreement, who shall be a full-time employee of CONTRACTOR, shall be the following person or his/her designee:

Ms. Heather Flynn
ECLIPSYS Corporation
444 North 44th street
Phoenix, Arizona 85008
Telephone: (602) 541-0141
FAX: (602) 389- 8111
Internet: heather@eclipsys.com

CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Agreement and for reporting to COUNTY in the manner set forth herein.

CONTRACTOR agrees that should work be performed outside the scope of Exhibit A (Statement of Work) and Exhibit C (Service and Support Agreement), attached hereto, without the prior written approval of COUNTY in accordance with Section 6.0 (Changes and Amendments) of this Agreement, such work shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim therefore against COUNTY.

- 4.3 CONTRACTOR's Site Services Manager: CONTRACTOR's Site Services Manager for this Agreement shall be the following person or his/her designee:

Mr. Robert Bell
ECLIPSYS Corporation
444, North 44th
Phoenix, Arizona 85008
Telephone: (602) 302-8530
FAX: (602) 389-1131
Internet: robert.bell@eclipsys.com

CONTRACTOR's Site Services Manager shall be responsible for the day-to-day personnel activities of any CONTRACTOR staff assigned on-site at LAC+USC Medical Center in accordance with the terms set forth in this Agreement.

- 4.4 Removal of CONTRACTOR's Staff: COUNTY may request that a

CONTRACTOR employee assigned as On-Site Support Personnel be removed

from LAC+USC for “cause”, which shall mean: (i) gross negligence, (ii) inattention to or substandard performance of the duties and responsibilities of employment, (iii) excessive unexcused absence from work, (iv) insubordination, (v) violation of COUNTY’s established policies and procedures and/or (vi) conduct amounting to fraud or dishonesty. Where COUNTY requests that a CONTRACTOR employee be removed for cause, COUNTY shall specify in writing the acts or conduct constituting such cause. Any CONTRACTOR employee so removed shall be replaced as soon as possible by another employee of CONTRACTOR having comparable skills, training and experience.

5.0 PRODUCTS AND SERVICES: Pursuant to the provisions of this Agreement, CONTRACTOR shall provide COUNTY with System Software, Software Support, Hardware Maintenance, tasks, subtasks, deliverables, goods and other services as defined herein and as more fully set forth in Exhibit A (Statement of Work), Exhibit B (Hardware and Software Listing), Exhibit C (Hardware and Software Support) and Exhibit D (Pricing and Billing Schedule).

6.0 CHANGES AND AMENDMENTS: COUNTY reserves the right to change any portion of the work required under this Agreement or amend such other terms and conditions which may become necessary. Any such changes or Amendments shall be accomplished in the following manner:

- A. For any change which does not affect the Scope of Work, the Term, payments or any material term or condition included under this Agreement, a written Change Notice shall be prepared and signed by COUNTY's Project Director and CONTRACTOR's Project Manager.
- B. For any change, which affects the Scope of Work, the Term, payments or any

material term and condition included in this Agreement, a negotiated written Amendment to this Agreement shall be approved by the County Board of Supervisors and executed by COUNTY AND CONTRACTOR.

- C. Notwithstanding any change which reduces the Scope of Work or reduces the maximum contract sum, and/or cost associated with a reduction in maintenance, a negotiated Change Notice will be prepared and approved by the COUNTY'S Director and executed by the COUNTY'S Project Director and CONTRACTOR'S Project Manager.
- D. Notwithstanding the above, for any changes which are required to adjust the maximum contract sum or to amend Exhibit D (Pricing and Billing Schedule) so as to reflect a rate adjustment granted pursuant to Paragraph 9 (Contractor's Rate Adjustment/Suspension), a negotiated written amendment to this Agreement shall be approved the COUNTY's Director and executed by the COUNTY's Project Director and CONTRACTOR's Project Manager, after being approved by County Counsel and the Chief Administrative Office.

7.0 TERM: The term of this Agreement shall commence on March 1, 2004 and shall continue through February 28, 2007.

8.0 CONTRACT SUM: The Contract Sum under the terms of this Agreement shall be the total monetary amount payable by COUNTY to CONTRACTOR for supplying all the work, products and services specified under this Agreement. The total Contract Sum, inclusive of all applicable taxes, shall not exceed Two Million, One Hundred Twenty-Five Thousand, Fifty-Two Dollars (\$2,125,052), for the term of this Agreement.

9.0 CONTRACTORS RATE ADJUSTMENTS/ SUSPENSION: COUNTY may suspend

any rate increase(s) as described in this Paragraph 9.0, if COUNTY's fiscal situation requires such suspension and as directed by the County Board of Supervisors. Further, CONTRACTOR agrees to cap the rate increase(s) annually for services as described in Exhibit D (Pricing and Billing Schedule) not to exceed the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles - Riverside - Orange County Area for the most recently published percentage change for the twelve (12) month period preceding the anniversary date of the date first above written, which shall be the effective date for any such adjustment. However, any increase shall not exceed the general annual percentage salary change granted to County employees as determined by County's Chief Administrative Office as of the prior July 1. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, Contractor acknowledges that there shall be no corresponding adjustment.

10.0 NEW TECHNOLOGY: COUNTY and CONTRACTOR acknowledge the probability that the technology of the hardware and software provided under this Agreement will change and improve during the term of this Agreement. COUNTY desires the flexibility to incorporate into the System Hardware and Software any new technologies as they may become available. Accordingly, CONTRACTOR's Project Manager shall apprise COUNTY's Project Manager of all new technologies, methodologies and techniques which CONTRACTOR considers to be applicable to the System Hardware and Software. Specifically, upon COUNTY's request and at no additional cost to the COUNTY, CONTRACTOR shall provide, within 30 days, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System Hardware and Software, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the

System. COUNTY may, at its sole discretion, request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 6.0 (Changes and Amendments).

In such cases a revised Exhibit B (Hardware and Software Listing) and Exhibit D (Pricing and Billing Schedule) will be prepared and attached to this Agreement setting forth the added or deleted Hardware and/or Software and the effective date for each product, including the hardware model and serial number, as applicable. In no case shall any changes and/or adjustments in the total cost of items listed in Exhibit B (Hardware and Software Listing) and Exhibit D (Pricing and Billing Schedule) exceed the total Contract Sum stated in Paragraph 8.0 (Contract Sum).

11.0 INVOICES AND PAYMENTS: CONTRACTOR shall invoice COUNTY monthly (in arrears) for work performed and for supplying the products and services specified in this Agreement, priced in accordance with Exhibit D (Pricing and Billing Schedule).

All invoices under this Agreement shall be submitted (in triplicate) to the following address:

LAC+USC Medical Center
Expenditure Management
2064 Marengo Street
Los Angeles, CA 90033

12.0 ASSIGNMENT/DELEGATION OF RIGHTS: CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY. Any assignment or delegation, which does not have such prior COUNTY consent shall be null and void. For purposes of

this Paragraph 12.0, such COUNTY consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any billings to COUNTY by any designee or assignee on any claim under this Agreement, absent such COUNTY consent, shall not be paid by COUNTY. Any payments by COUNTY to any designee or assignee on any claim under this Agreement, in consequence of any such COUNTY consent, shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Agreement or otherwise.

Shareholders or partners, or both, of CONTRACTOR may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by COUNTY's Board of Supervisors shall be required. Any payments by COUNTY to CONTRACTOR on any claim under this Agreement shall not waive or constitute such COUNTY consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if COUNTY, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work.

Nothing in this Paragraph 12.0 shall in any way limit COUNTY rights and/or remedies found elsewhere in this Agreement and/or at law or in equity, including, but not limited to, any right to terminate this Agreement.

- 13.0 COVENANT AGAINST CONTINGENT FEES: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement and/or, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- 14.0 TERMINATION FOR IMPROPER CONSIDERATION: COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default of CONTRACTOR. CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form

of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

15.0 INDEPENDENT CONTRACTOR STATUS: The nature of the relationship between COUNTY and CONTRACTOR is that of independent CONTRACTOR. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between COUNTY and CONTRACTOR.

CONTRACTOR understands and agrees that all persons furnishing services, on behalf of CONTRACTOR to COUNTY pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of CONTRACTOR and not of COUNTY.

CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services provided by or on behalf of CONTRACTOR to COUNTY pursuant to this Agreement.

CONTRACTOR shall provide to COUNTY an executed CONTRACTOR Employee Acknowledgment and Confidentiality Agreement, Exhibit E (CONTRACTOR Employee Acknowledgment and Confidentiality Agreement), attached hereto and incorporated herein by reference, for each of its employees providing services to COUNTY under this Agreement. Further, for employees who will provide such services immediately following the effective date of this Agreement, said Acknowledgments shall be delivered to COUNTY's Department of Health Services, Interim Chief, Contracts and Grants Division, 313 N. Figueroa Street, 6th

Floor East, Los Angeles, California 90012, on or before the effective date of this Agreement.

- 16.0 SUBCONTRACTING: No performance of this Agreement, or any portion thereof, may be subcontracted by CONTRACTOR without the prior written consent of COUNTY as provided in this Paragraph 16.0. Any attempt by CONTRACTOR to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of COUNTY, shall be null and void and shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate this Agreement. CONTRACTOR shall notify all potential subcontractors of the provisions of this Paragraph 16.0.

If CONTRACTOR desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, CONTRACTOR shall make a written request to COUNTY for written approval to enter into the particular subcontract. CONTRACTOR's request to COUNTY shall include:

- A. The reason(s) for the particular subcontract.
- B. A detailed description of the work to be performed by the proposed Subcontractor.
- C. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected.
- D. A draft copy of the proposed subcontract, which shall include, at a minimum, all the provisions contained in Exhibit I (Required Subcontract Provisions).
- E. Copies of Certificates of Insurance and Performance Security from the proposed Subcontractor which establish that the Subcontractor maintains

all the programs of insurance and performance security required by Paragraph 17.0 (Indemnification and Insurance).

F. Any other information and/or certifications requested/required by COUNTY.

COUNTY will review CONTRACTOR's request(s) to subcontract and determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, liabilities, damages, costs, and expenses, including, but not limited to, reasonable defense costs and legal, accounting or other expert consulting or professional fees in any way directly or indirectly arising from or related to CONTRACTOR's use of any Subcontractor, including any officers, employees, or agents of any Subcontractor, in the same manner as required for CONTRACTOR, its officers, employees and agents under this Agreement.

Notwithstanding any COUNTY consent to any subcontracting, CONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform, all work required hereunder, and no subcontract shall bind or purport to bind COUNTY. Further, COUNTY approval of any subcontract shall not be construed to limit in any way CONTRACTOR's performance, obligations, or responsibilities, to COUNTY, nor shall such approval limit in any way any of COUNTY's rights or remedies contained in this Agreement. Additionally, COUNTY

approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.

In the event that COUNTY consents to any subcontracting, such consent shall be subject to COUNTY's right to give prior and continuing approval of any and all Subcontractor staff as COUNTY has with respect to CONTRACTOR's staff pursuant to Exhibit A (Statement of Work) of this Agreement. CONTRACTOR shall assure that any Subcontractor staff not approved by COUNTY shall be immediately removed from the provision of any work under the particular subcontract or that other action is taken as request by COUNTY. COUNTY shall not be liable or responsible in any way to CONTRACTOR, to any Subcontractor, or to any officers, employees, or agents of CONTRACTOR or any Subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, reasonable defense costs and legal, accounting and other expert, consulting or professional fees, in any way directly or indirectly arising from or related to COUNTY's exercise of such right.

In the event that COUNTY consents to any subcontracting, such consent shall be subject to COUNTY's right to rescind such consent in whole or in part, any subcontract at any time upon written notice to CONTRACTOR when such action is deemed by COUNTY to be in its best interest. COUNTY shall not be liable or responsible in any way to CONTRACTOR, to any Subcontractor, or to any officers, employees, or agents of CONTRACTOR or any Subcontractor, for any liability, damages, costs, or expenses arising from or related to COUNTY's exercise of such right.

In the event that COUNTY consents to any subcontracting, the Subcontractor, on behalf of itself, its successors and administrators, shall assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of this Agreement and any Amendment hereto.

In the event that COUNTY consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 16.0 or a blanket consent to any further subcontracting.

COUNTY's Director of Health Services or his designee is hereby authorized to act for and on behalf of COUNTY pursuant to this Paragraph 16.0, including, but not limited to, consenting to any subcontracting.

CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation to all Subcontractors and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

CONTRACTOR shall deliver to COUNTY's Project Director a fully executed copy of each subcontract entered into by CONTRACTOR pursuant to this Paragraph 16.0, on or immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract.

In the event the COUNTY consents to any subcontracting, CONTRACTOR shall obtain an executed Subcontract Employee Acknowledgment and Confidentiality Agreement (see Exhibit I) for each of the Subcontractor's employees performing any

work under the subcontract. CONTRACTOR shall deliver such agreements to COUNTY's Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee first performs any work under the subcontract.

Notwithstanding the above, it is understood and agreed by and between the parties that the CONTRACTOR previously identified SUN Microsystems Inc. as a Subcontractor to deliver maintenance services for System Hardware for this Agreement. As such, SUN Microsystems Inc. is deemed approved by the COUNTY as required by this Paragraph 16.0. However, all other requirements and obligations set forth in this Paragraph 16.0 shall apply to this Subcontractor.

17.0 **INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

- I. **Indemnification:** Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.
- II. **General Insurance Requirements:** Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by

County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

DHS - Contracts and Grants
K. Ellis - Contracts Administrator
313 N. Figueroa St, 6 East
Los Angeles, CA 90012

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses

or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- B. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- C. **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- D. **Notification of Incidents, Claims or Suits:** Contractor shall report to County:
- (1) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - (2) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

- (3) any injury to a Contractor employee which occurs on County property.

This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

- (4) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. **Insurance Coverage Requirements for Sub-contractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of sub-contractors, or
- (2) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

III. **Insurance Coverage Requirements:**

A. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- B. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

- C. **Workers Compensation and Employers’ Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

- D. **Professional Liability**: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees

limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

/

/

/

/

/

/

/

/

/

/

/

18.0 LIMITATIONS OF REMEDIES AND LIABILITY

18.1 THE REMEDIES PROVIDED HEREIN ARE COUNTY'S SOLE AND EXCLUSIVE REMEDIES.

18.2 CONTRACTOR's entire liability to COUNTY for damages concerning performance or nonperformance by CONTRACTOR under this Agreement or in any way related to the subject matter this Agreement, regardless of whether the claim for such damages is based in contract, tort, or any other legal theory, shall not exceed the price paid by COUNTY for the products that caused the damages or is the subject matter of or is directly related to such claim. The preceding sentence shall not apply in the event that

any product provided herein is determined by a court of competent jurisdiction to be defective and to have proximately caused bodily injury, death or property damage through CONTRACTOR's negligence. EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH, CONTRACTOR SHALL NOT BE LIABLE FOR OTHER GENERAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR THEIR USE, PERFORMANCE, OR NONPERFORMANCE.

18.3 IN NO EVENT SHALL CONTRACTOR OR ITS SUPPLIER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, OR LOSS OF DATA ARISING FROM OR IN CONNECTION WITH THE DELIVERY, LICENSE, USE, PERFORMANCE, OR NONPERFORMANCE OF THE PRODUCTS, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S SUPPLIERS SHALL NOT HAVE ANY OBLIGATION TO FURNISH ANY ASSISTANCE, INFORMATION OR DOCUMENTATION WITH RESPECT TO THE PRODUCTS.

19.0 BUSINESS RECORDS RETENTION AND INSPECTION: CONTRACTOR agrees that COUNTY or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any of CONTRACTOR's records directly related to the costs and services under this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data, to the extent it exists, must be kept and maintained by CONTRACTOR and made available to COUNTY during the period of this Agreement and for a period of four (4) years after completion of this Agreement unless COUNTY's written permission is given to dispose of material prior to this time. Contractor agrees to retain all records associated with this Agreement in Los Angeles County for County review and inspection as follows: (1) Provide all records associated with this Agreement for County inspection and review at

Contractor's Newport Beach, California office.

20.0 DISCLOSURE OF INFORMATION: CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this Agreement within the following conditions:

- A. CONTRACTOR shall develop all publicity material in a professional manner.
- B. During the course of performance on this Agreement, CONTRACTOR shall not publish or disseminate commercial advertisements, press releases, or feature articles using the name of COUNTY without the prior written consent of COUNTY's Project Director. COUNTY shall not unreasonably withhold written consent.
- C. CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales materials that it has been awarded an Agreement to provide hardware, hardware maintenance, software maintenance, and service and support provided, however, that the requirements of this Paragraph 20.0 shall apply.

21.0 CONFIDENTIALITY: CONTRACTOR shall maintain the confidentiality of all records and information, including, but not limited to, billings, COUNTY records, and patient records and information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.

CONTRACTOR shall provide to COUNTY an executed CONTRACTOR Employee Acknowledgment and Confidentiality Agreement (Exhibit E) for each of its employees and any and all subcontractor employees performing work under this Agreement in accordance with Paragraph 15.0 (Independent Contractor Status) and Paragraph 16.0 (Subcontracting).

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by CONTRACTOR, its officers, employees, or agents, except for any disclosure authorized by this Paragraph 21.0, so long as CONTRACTOR is given advance notice of and opportunity to defend itself in any litigation or settlement arrangement.

With respect to any identifiable information concerning any patient that is obtained by CONTRACTOR or any other records and information, CONTRACTOR shall: (1) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY all requests for disclosure of any such information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than COUNTY without COUNTY's prior written authorization that the information is releasable; and (4) at the expiration or termination of this Agreement, return all such information to COUNTY or maintain such information according to the written procedures sent to CONTRACTOR by COUNTY for this purpose.

21.1. CONTRACTOR's Proprietary Information includes all information disclosed to COUNTY related to the Software, its source code, Releases, Documentation, work product developed during Implementation, technical data rights, and other related information. CONTRACTOR's Proprietary Information is confidential, has tangible value, shall remain unpublished and includes trade secret information owned by CONTRACTOR and its suppliers.

21.1.1. If COUNTY or any of its agents, representatives, or employees determines that it becomes legally required to disclose any Proprietary Information, COUNTY will give CONTRACTOR prompt notice of such fact so that CONTRACTOR may obtain a protective order or other appropriate remedy concerning any such disclosure and/or waive compliance with the non-disclosure provisions of this Agreement. COUNTY will fully cooperate with CONTRACTOR in connection with CONTRACTOR's efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure or CONTRACTOR waives such compliance, COUNTY will make such disclosure only to the extent that such disclosure is legally required.

21.2 Notwithstanding the other provisions of this Paragraph 21.0, nothing received by COUNTY or CONTRACTOR hereunder shall be construed as Confidential Information or Proprietary which is (a) published or otherwise becomes available to the public other than by a breach of this Agreement by the party hereto; (b) rightfully received by one party hereunder from another party not obligated under this Agreement, and without confidential limitations; (c) known by or independently developed by the receiving party without use of Confidential Information disclosed by CONTRACTOR; (d) approved for release by that party designating the information as Confidential Information; or (e) disclosed pursuant to judicial action or process, statute or government regulation

or requirement in accordance with Paragraph 21.1.1.above.

- 21.3. With respect to Confidential Information of the other party, each party shall:
- 21.3.1. protect its confidentiality with at least the same measures used to protect its own confidential information,
 - 21.3.2. not use such Confidential Information for any purpose except as permitted by this Agreement, and
 - 21.3.3. return to the other party all Confidential Information upon request or within 30 days after termination of this Agreement.
- 21.4. COUNTY shall not knowingly publish or disseminate to any party any CONTRACTOR Confidential Information.
- 22.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY: CONTRACTOR shall indemnify, hold harmless and defend COUNTY from any and all claim, loss, damage or liability for or by reason of any actual or alleged infringement of any United States Patent, Copyright or Trade Secret disclosure arising out of the operation or utilization of CONTRACTOR's hardware, software or services supplied to COUNTY hereunder; provided that COUNTY promptly notifies CONTRACTOR in writing of such action or threat thereof and cooperates by giving CONTRACTOR reasonable assistance and information, at CONTRACTOR's expense.
- 23.0 COMPLIANCE WITH LAW: CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives; and all provisions required thereby to be included herein are hereby incorporated by reference.

CONTRACTOR shall indemnify, defend and hold COUNTY harmless from and against all loss, damage, liability, or expense resulting from any violation on the part of

CONTRACTOR, its employees or agents and subcontractors of such laws, rules, regulations, ordinances, or directives all attributable to negligent acts or omissions during the performance of CONTRACTOR duties under this Agreement.

24.0 COUNTY LOBBYISTS

24.1 Federal Funds Projects: If Federal funds are to be used to pay for a portion of CONTRACTOR's work under this Agreement, CONTRACTOR shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall use reasonable business efforts to ensure that each of its Subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

24.2 All Projects: CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

25.0 PROHIBITION AGAINST THE RECRUITMENT OF EMPLOYEES:

CONTRACTOR and COUNTY agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

Any such attempt of hiring or recruitment shall constitute a material breach of this

Agreement. Notwithstanding the foregoing, COUNTY and/or CONTRACTOR shall be entitled to make offers of employment to employees of the other party as necessary or desirable in order to perform work as described in this Agreement, in the event that: (1) this Agreement is terminated by COUNTY due to CONTRACTOR's default pursuant to Paragraph 32.2 (Termination for Default), (2) CONTRACTOR no longer provides Optional Services which COUNTY determines are essential to the ongoing support of the System.

26.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

CONTRACTOR and COUNTY recognize that health care facilities maintained by COUNTY provide care essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by CONTRACTOR during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible, either on site at COUNTY facility or such service can acceptably be performed from a remote location, so long as the physical safety of CONTRACTOR staff is not placed in jeopardy in the performance of their duties. Failure to comply with this requirement shall be considered a material breach by CONTRACTOR for which COUNTY may immediately terminate this Agreement.

27.0 VALIDITY: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision stated herein.

28.0 WAIVER: No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach. Failure of COUNTY or CONTRACTOR to enforce at any

time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

29.0 CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

30.0 GOVERNING LAWS: The terms and conditions of this Agreement and all obligations and rights hereunder shall be governed by and construed in accordance with the laws of the State of California.

31.0 TERMINATION PROVISIONS:

31.1 TERMINATION FOR INSOLVENCY:

31.1.1 COUNTY may terminate forthwith this Agreement for default in the event Of the occurrence of any of the following:

- a) Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code;
- b) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;
- c) The appointment of a Receiver or Trustee for CONTRACTOR;

or

- d) The execution by CONTRACTOR of an assignment for the benefit of creditors.

The rights and remedies of COUNTY provided in this Subparagraph 32.1 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

31.2 TERMINATION FOR DEFAULT: COUNTY may by written notice of default to CONTRACTOR terminate this Agreement in any of the following circumstances:

- a) If CONTRACTOR fails to perform the services as required by this Agreement;

or

- b) If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either these two circumstances does not cure such failure within a period of thirty (30) days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.

In the event COUNTY terminates this Agreement as provided in Paragraph 32.2, above, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those so terminated, and CONTRACTOR shall be liable to COUNTY for any reasonable excess costs incurred/spent by COUNTY, at COUNTY's sole discretion, determined by COUNTY, for such similar services, provided that CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph 32.2.

If, after notice of termination of this Agreement under the provisions of this

Paragraph 32.2, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Paragraph 32.2, or that the default was excusable under the provisions of this Paragraph 32.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 32.4 (Termination for Convenience) below.

The rights and/or remedies of COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and/or remedies provided by law, in equity, and/or under this Agreement.

31.3 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS: COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

All funds for payments after June 30th of the current fiscal year are subject to COUNTY's legislative appropriation for this purpose. Payments during subsequent fiscal years are dependent upon the same action.

In the event this Agreement extends into succeeding fiscal years, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then this Agreement shall terminate as of June 30th of the last fiscal year for which funds were appropriated. COUNTY will notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

31.4 TERMINATION FOR CONVENIENCE: The performance of work under this Agreement may be terminated in whole or in part from time-to-time when such action is deemed by COUNTY to be in its best interest. Termination of work hereunder shall

be effected by delivery to CONTRACTOR of a Notice of Termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice is sent.

After receipt of a Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination; and
- b) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly but not later than ninety (90) days from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY will pay CONTRACTOR the amount so determined.

- c) Subject to the provisions of this Paragraph 31.4, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph 31.4, which amount may include a reasonable allowance for profit on work done but shall not include an allowance on

work terminated.

- c) COUNTY will pay the agreed amount, provided that such amount shall not exceed the total Contract Sum authorized under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the future cost of work not terminated.
- e) CONTRACTOR, for a period of four (4) years after final settlement under this Agreement shall make available to COUNTY, at all reasonable times, at the office of CONTRACTOR, any records directly related to the costs and services under this Agreement, to the extent it exists, in respect of the termination of work hereunder. Contractor agrees to retain all records associated this Agreement for County review and inspection as follows: Contractor agrees to retain all records associated with this Agreement in Los Angeles County for County review and inspection as follows: Provide all records associated with this Agreement for County inspection and review at Contractor's Newport Beach, California office.

32.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

- A. CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to religion, race, ancestry, age, condition of physical handicap, marital status, political affiliation or sex or national origin, in compliance with the applicable Federal and State anti-discrimination laws and regulations.
- B. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to religion, race, ancestry, age, condition of physical handicap, martial status,

political affiliation or sex or national origin in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to, the following: employment, promotion, demotion, transfer, recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- C. CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to religion, race, ancestry, age, condition of physical handicap, marital status, political affiliation or sex or national origin.
- D. CONTRACTOR shall provide records to verify compliance with the provisions of this Paragraph 33.0 when so directed by the Director of the County Department of Health Services.
- E. If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of this Agreement upon which COUNTY may determine to cancel, terminate, or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement.
- F. The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or

suspending this Agreement.

33.0 NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

34.0 NOTICES: All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, or (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other. Except as otherwise provided under this Agreement, the Director of County's Department of Health Services shall have the authority to issue all notices or demands required or permitted by COUNTY under this Agreement.

If to COUNTY:

- (1) Department of Health Services
Interim Chief, Contract Administration
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012-2647
Fax: (213) 250-2958
E-mail: dsayler@dhs.co.la.ca.us

Copy to:

- (2) Mr. Frederic Torres
Clinical Engineering Department
LAC+USC Medical Center
1200 N. State Street, Room 1112
Los Angeles, California 90033
Fax: (323) 226-8136
E-mail: ftorres@lacusc.org

If to CONTRACTOR:

- (1) Mr. Stephen Carper, Regional President
ECLIPSYS Corporation
620 Newport Center Drive - 11th Floor
Newport Beach, California 92660
Fax: (949) 718-4427
- (2) Mr. Brent Friedman, General Counsel
ECLIPSYS Corporation
1750 Clint Moore Road
Boca Raton, Florida 33487
Fax: (561) 322-4777

35.0 CONFLICT OF INTEREST: CONTRACTOR certifies that it is aware of and has read Section 2.180.010 of the Los Angeles County Code, Certain Contracts Prohibited, and that the award of this Agreement to CONTRACTOR will not violate said section. CONTRACTOR represents and warrants that no COUNTY employee whose position with COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this Agreement.

36.0 COUNTY AUDIT SETTLEMENTS: If, at any time during or after a period of four (4) years following the termination of this Agreement, representatives of COUNTY

conduct an audit of CONTRACTOR pursuant to Paragraph 19.0 (Business Records Retention and Inspection) of this Agreement regarding the work performed under this Agreement, and if such audit finds that COUNTY's dollar liability for such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either repaid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole option of COUNTY's Director of Health Services, deducted from any amounts due to CONTRACTOR from COUNTY. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid by COUNTY to CONTRACTOR by cash payment upon demand.

- 37.0 EMPLOYMENT ELIGIBILITY VERIFICATION: CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

CONTRACTOR shall retain all such documentation for the period prescribed by law. CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers and employees from and against any employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility or employment of any persons performing work hereunder.

- 38.0 FAIR LABOR STANDARDS ACT: CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable provided that COUNTY's liability is not based on CONTRACTOR's actions or inactions if said actions or inactions are performed in compliance with the terms of this Agreement, so long as CONTRACTOR is given advance notice of and opportunity to defend itself in any settlement arrangement.
- 39.0 AUTHORIZATION WARRANTY: CONTRACTOR represents and warrants that the person executing this Agreement is an authorized agent who has actual authority to bind CONTRACTOR to each and every one of the terms, conditions and obligations set forth hereunder and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.
- 40.0 MOST FAVORED PUBLIC ENTITY: If CONTRACTOR's prices decline, or should CONTRACTOR, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the state at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to COUNTY. Further, CONTRACTOR agrees to extend the prices, terms and conditions stated herein, to other County of Los Angeles facilities, under similar delivery and installation considerations.

41.0 COUNTY'S QUALITY ASSURANCE PLAN: COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on no less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Agreement terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in the Agreement.

42.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and special support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section

5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one year, Contractor shall submit to County's District Attorney (DA) a completed Principal Owner Information Form (POI Form), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the DA with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSPC Certification), also incorporated herein by reference. Failure of Contractor to submit the CSPC Certification (which includes certification that the POI Form has been submitted to the DA) to County's DA shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

43.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE

WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 44.0 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may

terminate this Agreement pursuant to Paragraph 32.2 "Termination for Default".

- 44.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's District Attorney will supply Contractor with the poster to be used.
- 45.0 DISPUTE RESOLUTION PROCEDURE: CONTRACTOR and COUNTY agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 47.0. Time is of the essence in the resolution of disputes.

CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be affected by such dispute as determined by COUNTY.

If CONTRACTOR fails to continue without delay its performance hereunder, except for any performance which may be affected by such dispute as determined by COUNTY, then any additional costs which may be incurred by CONTRACTOR or COUNTY as a result of CONTRACTOR's failure to continue to so perform shall be borne by CONTRACTOR, and CONTRACTOR shall make no claim whatsoever against COUNTY for such costs. CONTRACTOR shall promptly reimburse COUNTY for such COUNTY costs, as determined by COUNTY, or COUNTY may

deduct all such additional costs from any amounts due to CONTRACTOR from COUNTY.

If COUNTY fails to continue without delay to perform its responsibilities under this Agreement, except for any responsibilities which may be affected by such dispute as determined by COUNTY, then any additional costs incurred by CONTRACTOR or COUNTY as a result of COUNTY's failure to continue to so perform shall be borne by COUNTY, and COUNTY shall make no claim whatsoever against CONTRACTOR for such costs. COUNTY shall promptly reimburse CONTRACTOR for all such additional CONTRACTOR costs subject to the approval of such costs by COUNTY.

In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Director(s) for further consideration and discussion to attempt to resolve the dispute.

In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the CONTRACTOR's Regional President and COUNTY's Executive Director of the LAC+USC Medical Center for further consideration and discussion to attempt to resolve the dispute.

In the event that the CONTRACTOR's Regional President and COUNTY's Executive Director of the LAC+USC Medical Center are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to CONTRACTOR's Chief Executive Officer and COUNTY's Chief, Contracts and Grants Division. These persons shall have ten (10) days to attempt to resolve the dispute.

In the event that at these four (4) levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law. However, COUNTY's right to terminate Agreement pursuant to Paragraph 31.1 (Termination for Insolvency) and Paragraph 31.4 (Termination for Convenience) shall not be subject to this Dispute Resolution Procedure.

All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all four (4) levels, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face or by telephone, or in writing by exchange of correspondence.

46.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: CONTRACTOR hereby warrants that neither it nor any of its employees is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that CONTRACTOR will notify Director within thirty (30) calendar days in writing

of: (1) any event that would require CONTRACTOR or an employee mandatory exclusion from participation in a Federally funded program; and (2) any exclusionary action taken by any agency of the Federal government against CONTRACTOR or one of its employees barring the entity or the individual from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

CONTRACTOR shall indemnify and hold COUNTY harmless against any and all loss or damage COUNTY may suffer arising from any Federal exclusion of CONTRACTOR its employee, a subcontractor or a subcontractor's employee from such participation in a Federally funded health care program.

Failure by CONTRACTOR to meet the requirements of this Paragraph 46.0 shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

47.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

- A. CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- B. If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand, or without limitation of all COUNTY's other rights and remedies

provided by law or under this Agreement, COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY under this Agreement.

- 48.0 ACCESS TO COUNTY FACILITIES: CONTRACTOR, its employees and agents, will be granted access to COUNTY Facilities, subject to CONTRACTOR's prior notification to COUNTY's Project Manager and compliance with COUNTY's standard administrative and security requirements, for the purpose of executing CONTRACTOR's obligations hereunder. Due to nature of the services and support given to medical staff by CONTRACTOR access to COUNTY Facilities shall be 24 hours a day and 7 days a week. CONTRACTOR shall have no tenancy, or any other property or other rights in COUNTY Facilities. While present at COUNTY Facilities, CONTRACTOR's personnel shall be accompanied by COUNTY personnel at all times, unless otherwise specified in writing prior to such event by COUNTY's Project Director.
- 49.0 COUNTY FACILITY WORK SPACE: In order for CONTRACTOR to perform services described in Exhibit A (Statement of Work), COUNTY will, subject to COUNTY's standard administrative and security requirements, provide CONTRACTOR with work space and equipment, as determined in the sole judgment of COUNTY's Project Director, at COUNTY Facilities, on a non-exclusive use basis. COUNTY will also provide CONTRACTOR with reasonable telephone service in such workspace for use only for purposes of this Agreement.
- 50.0 WARRANTY PASS-THROUGH: CONTRACTOR shall assign to COUNTY to the fullest extent permitted by law or by agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of

System Software provided hereunder shall fully extend to and be enjoyed by COUNTY.

51.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND

CERTIFICATES: CONTRACTOR shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to COUNTY Facilities and CONTRACTOR's services under this Agreement. CONTRACTOR shall further ensure that all of its officers, employees, agents, and Subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to Department of Health Services, Chief, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California 90012.

52.0 PHYSICAL ALTERATIONS: Except as otherwise provided herein, CONTRACTOR shall not in any way physically alter or improve any COUNTY Facility without the prior written approval of Director. Such approval may be withheld at COUNTY's sole discretion.

53.0 NO THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, CONTRACTOR and COUNTY do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish CONTRACTOR's indemnification

obligations hereunder.

54.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR

LAYOFF:

Should CONTRACTOR require additional or replacement On-Site Support Personnel during the life of the Agreement to perform the services and other work set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on an employment list. COUNTY will refer targeted employees by job category to CONTRACTOR.

55.0 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR

EMPLOYMENT:

Should Contractor require additional or replacement on-site personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer gain participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

56.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CREDIT: CONTRACTOR shall notify its employees, and shall require each

subcontractor to notify its employees, that they may be eligible for the Federal Earned

Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

57.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.
- B. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR under this Agreement or other contracts, which indicates that CONTRACTOR is not responsible, COUNTY may or otherwise in addition to other remedies provided under this Agreement, debar CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts CONTRACTOR may have with COUNTY.
- C. COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any term of this Agreement or other contract with COUNTY, (2) committed any act or omission which negatively reflects on CONTRACTOR's quality, fitness, or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
- D. If there is evidence that CONTRACTOR may be subject to debarment, Director

will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the COUNTY's Contractor Hearing Board.

- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR or the CONTRACTOR's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR shall be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to any subcontractors of CONTRACTOR, vendor, or principal owner of CONTRACTOR, as defined in Chapter 2.202 of the COUNTY Code.

58.0 CONTRACTOR'S OBLIGATION AS BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996("HIPPA"):

- A. Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or

creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 (A Privacy Regulations). The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

B. For purposes of this Paragraph 44, the following definitions apply:

1. "Disclose", and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
2. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. ' 164.502(g).
3. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. ' 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present or

future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

4. "Required by Law": means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
5. "Services" has the same meaning as in the body of the Agreement.
6. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Business Associate's internal operations.

7. Terms used, but not otherwise defined, in this Paragraph 58 shall have the same meaning as those terms in the Privacy Regulations.

C. Permitted Uses and Disclosures of Health Information:

Business Associate:

- (1) shall Use and Disclose Protected Health Information as necessary to perform the Services as provided in Sections E, F, G, H, I, J, O and Q of this Agreement;
- (2) shall Disclose Protected Health Information to Covered Entity upon request;
- (3) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (a) Use Protected Health Information; and
 - (b) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

- D. Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph 58. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

- E. Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Privacy Hotline, telephone number (800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Privacy Compliance Officer at:

Privacy Compliance Office
Health Services Administration
313 North Figueroa Street
Room 708
Los Angeles, CA 90012

- F. Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 58.
- G. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any

requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- H. Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. ' 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- I. Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. ' 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. ' 164.526.
- J. Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected

Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities:

However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section J shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. ' 164.528.

K. Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services,

and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

- L. Term. The term of this Paragraph 58 shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section M), E, F, G, H, I, J, O and Q shall survive the termination or expiration of this Agreement.
- M. Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (1) Provide Business Associate 30 days written notice of the breach, during which 30 day period, Business Associate may cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within such 30 day period;
 - (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.
- O. Disposition of Protected Health Information Upon Termination or Expiration.
- (1) Except as provided in paragraph (2) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

- P. No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- Q. Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 58.
- R. Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 58 is contrary to another provision of this Agreement, the

provision of this Paragraph 58 shall control. Otherwise, this Paragraph 58 shall be construed under, and in accordance with, the terms of this Agreement.

- S. Regulatory References. A reference in this Paragraph 58 to a section in the Privacy Regulations means the section as in effect or as amended.
- T. Interpretation. Any ambiguity in this Paragraph 58 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.
- U. Amendment. The parties agree to take such action as is necessary to amend this Paragraph 58 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.

59.0 COMPLIANCE WITH JURY SERVICE PROGRAM

59.1 Jury Service Program. This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. A copy of the Jury service Program is available on the Internet at ordlink.com/codes/lacounty for printing purposes.

59.2 Written Employee Jury Service Policy:

- A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor " as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with

the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: a) the lesser number is a recognized industry standard as determined by the County, or b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a twelve-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if contractor no longer qualifies for an exception to the Program. In either event, contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also

require, at any time during the Contract and at its sole discretion, that contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that contractor continues to qualify for an exception to the Program.

- D. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

60.0 SAFELY SURRENDERED BABY:

60.1 Notice to Employees Regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

60.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster

in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

61.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF
MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION).

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to (a) [_____/], and (b) [_____/].

62.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/
TERMINATION OF AGREEMENT.

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

/

/

Director of Health Services, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer, this day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, MD
Director and Chief Medical Officer

By: _____
Deputy

Name: ECLIPSYS CORPORATION

By:  _____

Name: Stephen F. Gasper

Title: Regional Resident
(AFFIX CORPORATE SEAL)

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By: _____
Contract Administration

EXHIBIT A

STATEMENT OF WORK

SYSTEM HARDWARE AND SYSTEM SOFTWARE

SUPPORT AND MAINTENANCE

LAC+USC MEDICAL CENTER

CONTRACTOR shall provide the following:

1.0 Task 1.0 - On-site Support Personnel:

CONTRACTOR shall provide one (1) On-Site Support Personnel as described in this Exhibit A (Statement of Work) to assist COUNTY in the management and operation of the System as well as other System related activities. On-Site Support Personnel will perform their duties at COUNTY Facility. CONTRACTOR shall provide On-Site Support Personnel, as set forth herein and as set forth in Section III (CONTRACTOR On-Site Support Personnel) of Exhibit D (Pricing and Billing Schedule).

On-Site Support Personnel shall be provided in accordance with the following:

1.1 CONTRACTOR shall provide COUNTY with a list of proposed candidates.

COUNTY's Project Manager shall interview such candidates presented by CONTRACTOR. COUNTY's Project Manager shall notify CONTRACTOR's Project Manager, in writing, within five (5) days of COUNTY's approval or disapproval of such candidate interviewed. CONTRACTOR shall make every effort to appoint such approved candidate(s) as On-Site Support Personnel for COUNTY assistance.

1.2 Each On-Site Support Personnel commencement date shall be the first day of the next calendar month following approval by COUNTY unless otherwise mutually approved in writing by COUNTY's Project Manager and CONTRACTOR's Project Manager.

- 1.3 COUNTY's Project Manager and CONTRACTOR's Project Manager shall mutually determine working hours and work days (Monday through Friday) for On-Site Support Personnel. Such work schedule shall include provisions for occasional Saturday and Sunday as required during the term of On-Site Support Personnel engagement.
- 1.4 COUNTY's Project Manager and CONTRACTOR's Project Manager shall mutually determine any request for alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day-40 hour week schedule. Any changes from existing work schedules will be based on the needs for services as determined by COUNTY.
- 1.5 COUNTY acknowledges that CONTRACTOR's performance is dependent upon close cooperation with COUNTY personnel and COUNTY will not interfere with CONTRACTOR's performance and will take reasonable actions requested by CONTRACTOR to provide necessary cooperation in the performance of CONTRACTOR's service.
- 1.6 All individuals assigned as On-Site Support Personnel shall be employees of CONTRACTOR. CONTRACTOR shall have the right to assign, remove or reassign its employees to On-Site Support Personnel positions in accordance with this Paragraph 1.0, provided, however, that such employees shall have adequate educational background, training and experience to perform duties and

responsibilities of On-Site Support Personnel.

1.7 CONTRACTOR's On-Site Support Personnel duties shall include, but not limited to, the following:

1. Provide UNIX and network system skills and knowledge in order to support the day-to-day operations of the System.
2. Perform System administration management tasks as assigned by COUNTY.
3. Perform Applications and Operating Software upgrades.
4. Perform diagnosis and resolution of problems with CONTRACTOR's products, interfaces and interconnected networks.
5. Monitor System performance and perform tasks that would optimize the overall performance of the System.
6. Develop tools, processes and reports to assist in streamlining support activities.
7. Install System Hardware, System Software and Application Software as required.
8. Provide first-level support, which involves accepting calls, and providing support to COUNTY clinicians users.
9. Assume the responsibilities of the System Engineer on CONTRACTOR's implementation team.

1.8 DELIVERABLE 1.0- ON-SITE SUPPORT PERSONNEL:

CONTRACTOR shall provide ongoing On-Site Support Personnel as described in Task 1.0.

1.9 DELIVERABLE # 1.1 - MANAGEMENT OF ON-SITE SUPPORT

PERSONNEL:

The On-Site Support Personnel shall report directly to COUNTY's Project Manager for day-to-day activities. COUNTY's Project Manager will provide CONTRACTOR's Project Manager a monthly assessment, unless otherwise mutually agreed, of CONTRACTOR's On-Site Support Personnel.

1.10 DELIVERABLE # 1.2 - SYSTEM HARDWARE AND SYSTEM SOFTWARE

STATUS REPORT:

CONTRACTOR will provide, every six months, to COUNTY's Project Manager, a status report on the System Hardware and System Software maintenance activities.

1.11 DELIVERABLE # 1.3 - SYSTEM ADMINISTRATION AND DOWNTIME

STATUS REPORT:

CONTRACTOR will provide, every six months, to COUNTY's Project Manager, a status report on the System Administration activities and Downtime occurrences.

2.0 Task 2 -Provide System Hardware and System Software Service and Support

During the Term of this Agreement, CONTRACTOR shall provide ongoing System Hardware and System Software service and support for ECLIPSYS Clinical Documentation System fully as detailed in Exhibit C (Hardware and Software Service and Support Agreement).

2.1 DELIVERABLE 2.0 - PROVIDE SYSTEM HARDWARE AND SYSTEM
SOFTWARE AND SUPPORT

CONTRACTOR shall provide ongoing System Hardware and System Software service and support as described in Task 2.0.

ATTACHMENT A

REMOTE SERVICES ACTIVITIES

Remote Services comprises of two sets of activities, Remote Services and End User Support. Remote Services coverage will take place every day whereas End User Support is contracted only for a 160 hours per year as backup coverage for the one On-Site engineer during annual vacation and any mandatory training period.

1. REMOTE SERVICES

CONTRACTOR shall provide system administration services for the Critical Care Information System via remote services. CONTRACTOR will assign, at its remote site, suitable personnel to monitor key system parameters at given intervals as specified in Table I (Remote Services Activities) of this Attachment A.

CONTRACTOR will take all necessary measures to correct system errors and will implement steps to avoid problem situations as detected during monitoring activities. System backups and database archiving will be performed at regular intervals.

In the event of hardware failure, CONTRACTOR will dispatch the hardware Service Provider to perform the necessary maintenance as described in Exhibit C (Hardware and Software Service Support Agreement).

COUNTY will provide CONTRACTOR with the necessary access to the system including remote dial-up connectivity and root level password, to facilitate the performance of the tasks set forth in Table I (Remote Services Activities) of this Attachment A.

TABLE I
REMOTE SERVICES ACTIVITIES

TASKS	FREQUENCY
Monitor Disk Space	Daily
Monitor TE status	Three (3) Times Daily
Monitor Disk Access	Daily
Review SA Log List	Daily
Review Standard Error Log	Daily
Monitor Interface Status	Two (2) Times weekly
Monitor Displays	Weekly
Monitor D Message	Daily
Monitor Performance	Daily
Monitor Network	Daily
Monitor Printers and Printing Queues	Daily
Monitor UPS/UPS	Daily
Dispatch Hardware Services	As Required
Perform System Backup	Weekly
Perform DB Archive	Monthly

System Wide Reboot	Quarterly
Status Report	Monthly
Check System Time	Monthly

2. **END USER SUPPORT**

CONTRACTOR, upon 5 days advance written notification by COUNTY, shall provide End User Support for specified period not to exceed 160 hours per year. End User Support will consist of first-level support, which involves accepting calls and providing support to COUNTY's clinician users. This support will cover the tasks described under Paragraph 3 (End User Support Activities) 24 hours per day. Additionally, as part of End User Support, to relieve the on-site engineer from being continuously on-call after regular daily work schedule, CONTRACTOR shall provide on-call services for end users 50% of the time (equivalent to 182 days per year) on a two weeks rotation basis. For two weeks the on-site engineer will be on-call at nights and the following two weeks the CONTRACTOR will handle the night calls from end users.

3. **END USER SUPPORT ACTIVITIES**

1. Troubleshoot and answer users problems
2. Assist User Configurations and Form setup problems
3. Printing Reports problems
4. Display Problem
5. Keyboard and Mouse Problems

6. Census related Problems
7. E-mail Problems and setup
8. User password access problems
9. X-Terminal connectivity problem

EXHIBIT B
HARDWARE AND SOFTWARE LISTING

LAC+USC MEDICAL CENTER

EXHIBIT B
HARDWARE AND SOFTWARE LISTING

I. SYSTEM HARDWARE:

ITEM NO.	DESCRIPTION	TOTAL QTY.
1	Workstation -1526 NCD Explora 450 16MB and Multisync Flat panel 17"LCD monitors*	75
2	Server Entreprise 450, 250 MHz, 25GB Disk Spare Power Supply, Raud Disk Storage	3
3	Server-Ultra 60, 250MHz, 256 MB, 8GB C Compiler, Tape Drive,KBD, Mouse, Display	1
4	Server-Ultra 60, 250MHz, 256 MB, 8GB, Tape Drive,KBD, Mouse, Display	1
5	Printer- Lexmark Optra N, 16 MB, Dup/Ent	9
6	Modem- Micro Deskport Fast Sun kit	1
7*	Sun Fire V250 Server, 21 Ghz UltraSPARC III 36-GB, 10,000 rpm Disk Drive	1
8*	Sun Fire V250 Server, 11 Ghz UltraSPARC III 36-GB, 10,000 rpm Disk Drive	1
9*	Tape Drive, Store Edge 40 GB, DLT 8000	1

*Hardware upgrade to be purchased by COUNTY

EXHIBIT B
HARDWARE AND SOFTWARE LISTING

II. SYSTEM SOFTWARE:

A. OPERATING SYSTEM SOFTWARE:

ITEM NO.	DESCRIPTION	TOTAL QTY.
1	Operating System - Solaris 2.6	1
2	NCD: X-Terminal Site Software	1

B. APPLICATION SOFTWARE :

ITEM NO.	DESCRIPTION	TOTAL QTY1
1	NCD: Annual Update	75
2	Xylogics: Site Kit	1
3	Application Environment 2100	1
4	System Management Utilities 2200	1
5	Application Software 2300, 2401 and 2600	1
6	HL7 Lab Interface Software	1
7	HL7 ADT Interface Software	1
8	HP Monitor Interface Software	1
9	Ventillator Interface Software	1

CONTRACTOR warrants that the System Softwares shall be Millennium Change Compatible as specified in Paragraph 41.0 (Millennium Change Compatibility Requirements- Year 2000) of this Agreement

EXHIBIT C

HARDWARE

AND

SOFTWARE

SERVICE AND SUPPORT

LAC+USC MEDICAL CENTER

EXHIBIT C

HARDWARE AND SOFTWARE SERVICE AND SUPPORT

1.0 SCOPE OF WORK:

CONTRACTOR agrees to provide service and support for System Hardware and System Software to COUNTY under the provisions of this Agreement, as described in Paragraph 2.0 (Service and Support Plan) of this Exhibit C.

2.0 SERVICE AND SUPPORT PLAN:

The Service and Support Plan ("PLAN") includes problem reporting, the diagnosis and correction of System malfunctions and failures, engineering changes to System Software and System Hardware and updates to CONTRACTOR's manuals.

CONTRACTOR shall provide all labor, parts and materials that are required for maintaining the System Software and System Hardware defined in Exhibit B (Hardware and Software Listing) in good operating condition.

2.1 Prices for System Software and System Hardware service and support purchased from CONTRACTOR are listed in Exhibit D (Pricing and Billing Schedule).

2.2 The term of the PLAN shall be in accordance with Paragraph # 7.0 (Term) of the body of the Agreement. The PLAN will continue in effect as long as this Agreement is in force.

2.3 The PLAN will apply to all System Software and System Hardware listed in Exhibit B (Hardware and Software Listing), and located at COUNTY's Facility, and for additional Software and Hardware as may be added to the PLAN from time-to-time.

2.4 CONTRACTOR shall not be obligated to provide service and support for any Hardware or Software that is not identified either by Hardware /Software module name or serial number.

2.5 COUNTY may add System Software and/or Hardware to this Service and Support Agreement. A revised Exhibit B (Hardware and Software Listing) and Exhibit D (Pricing and Billing Schedule) will be prepared by COUNTY, in cooperation with

EXHIBIT C
HARDWARE AND SOFTWARE SERVICE AND SUPPORT

CONTRACTOR and attached to this Agreement setting forth the added Software and/or Hardware and the effective date for each product, including the Hardware model and serial number.

- 2.6 CONTRACTOR reserves the right to subcontract the delivery of any labor, parts and services obligated to COUNTY under the PLAN pursuant to Paragraph 16.0 (Subcontracting) of the body of the Agreement.

3.0 **SERVICES LIMITATIONS:**

- 3.1 CONTRACTOR's obligation to provide services is contingent upon proper use of the Software and Hardware for purposes related to applications associated with the CONTRACTOR System. Installation or remedial services required by such items will be provided at mutually agreed to time and materials rates.
- 3.2 CONTRACTOR will be under no obligation to provide services under this Services and Support Plan should such service be required due to one of the following:
- A. COUNTY's improper preventative maintenance, accident, or use of the equipment for purposes outside those specified for the CONTRACTOR System.
 - B. Damage resulting from transportation, relocation or movement unless specifically approved by CONTRACTOR for purposes of CONTRACTOR performance hereunder.
 - C. Installation of any hardware or software not provided by or approved by CONTRACTOR, or any changes or modifications to the Hardware or Software not approved by CONTRACTOR. COUNTY acknowledges any remedial service provided by CONTRACTOR caused by the aforementioned installation or any COUNTY initiated relocation or reconfiguration without CONTRACTOR's approval shall be charged to COUNTY at then current applicable time and materials rates and terms, as mutually agreed in writing to by CONTRACTOR and COUNTY.
 - D. Causes external to Software or Hardware, including but not limited to failure or fluctuation of electrical power, inadequate cooling or natural causes.

EXHIBIT C
HARDWARE AND SOFTWARE SERVICE AND SUPPORT

E. COUNTY's failure to implement CONTRACTOR's mandatory Engineering Changes Orders (ECOs) in order to maintain System Software at the currently supported release levels or, unless otherwise agreed upon in writing by CONTRACTOR.

- 3.3 Services under this PLAN shall not include the rebuilding, overhaul, decontamination, or refurbishment of any electronic equipment or electromechanical devices. Also excluded is cabling or wiring or design, consultation modification, customization, enhancements or training.
- 3.4 Operating supplies or accessories such as magnetic tapes, batteries and anti-glare coatings on video display monitors are not covered by this PLAN. The services, terms and conditions in the PLAN apply to the continental United States only.

4.0 DELAYS IN PERFORMANCE:

- 4.1 Neither COUNTY nor CONTRACTOR shall be liable for any delay in performance hereunder due to unforeseen circumstances or due to causes beyond its control including, but not limited to, acts of nature, acts of government, labor disputes, except for delays in transportation and delays in delivery or inability to deliver by CONTRACTOR's suppliers that could threaten the timely performance of this Agreement, unless notification is given two (2) days in advance.

5.0 CONTRACTOR'S RESPONSIBILITIES:

- 5.1 CONTRACTOR shall supply COUNTY and install all updates, upgrades, and enhancements to the System Software as released during the term of this Agreement. Also included, CONTRACTOR will update the System Software and Hardware by providing all specified engineering changes classified by CONTRACTOR as mandatory.
- 5.2 CONTRACTOR will distribute and install new releases of System Software on a periodic basis as new releases become available, and CONTRACTOR will update all System manuals and documentation. Software releases will be distributed by

EXHIBIT C
HARDWARE AND SOFTWARE SERVICE AND SUPPORT

CONTRACTOR on media compatible with COUNTY Software and Hardware. One (1) object code copy of all System Software will be provided to COUNTY for each CONTRACTOR subsystems covered by the Agreement.

- 5.3 CONTRACTOR may from time to time issue Engineering Change Orders (ECOs), classified as mandatory or optional, to incorporate in COUNTY's System Software and Hardware covered by the PLAN. Each ECO will list COUNTY's required actions, if any. CONTRACTOR shall maintain accurate and complete records of all ECO implementations and a written history of all maintenance activity for System Software and Hardware provided under this Agreement.
- 5.4 CONTRACTOR may subject System Hardware to inspection and approval by CONTRACTOR following expiration of the warranty period for such Hardware before Hardware becomes eligible for coverage under the PLAN.
- 5.5 Parts will be replaced by CONTRACTOR during preventive maintenance or service on an exchange basis. Replacement parts may be new or reconditioned functionally equivalent to new. The non-functioning parts become the property of CONTRACTOR.
- 5.6 CONTRACTOR shall notify COUNTY within ten (10) days, of any and all known System problems through known problem report, product advisories, or technical bulletins.
- 5.7 CONTRACTOR shall be responsible for all expenses by its employees including travel, required telephone expenses and living expenses to and from COUNTY Facility to CONTRACTOR's headquarters for training, corporate meetings or other reasons solely in the interest of CONTRACTOR or its employees.
- 6.0 COUNTY RESPONSIBILITIES:
- 6.1 COUNTY will maintain site environmental conditions in accordance with original manufacturer's specifications.
- 6.2 COUNTY will maintain network hardware within the parameters specified in the CONTRACTOR Site Preparation Guide.

EXHIBIT C
HARDWARE AND SOFTWARE SERVICE AND SUPPORT

- 6.3 COUNTY will provide CONTRACTOR full and free access to System Software and Hardware covered by this PLAN.
- 6.4 COUNTY will keep a CONTRACTOR-approved modem and a direct data telephone line connected to the System at all times.
- 6.5 COUNTY will ensure all data files are adequately duplicated and documented. CONTRACTOR will not be responsible for COUNTY's failure to do so, nor for the cost of reconstructing data stored on disk files, tapes, etc. lost during the course of preventive maintenance services performed by COUNTY pursuant to the PLAN.
- 6.6 COUNTY will establish and maintain a documented system of change management and control. Elements of the process to include change request entry, technical assessment, scheduling, testing and implementation.
- 6.7 COUNTY will perform certain duties and services as may be reasonably requested by CONTRACTOR in response to COUNTY support request, such as (but not limited to) System restarts, error recording information, and running of diagnostic tests.
- 6.8 COUNTY will perform preventive maintenance such as cleaning, adjusting, inspecting and testing procedures to reduce System Hardware malfunctions.
- 6.9 COUNTY will implement all mandatory ECO's in order to maintain the System Software at the most current release and patch level possible. COUNTY shall use all reasonable means to institute the problem fixes, with assistance from CONTRACTOR, as published in either of the methods referenced herein.
- 6.10 COUNTY shall be responsible for replacing consumable parts and supplies such as magnetic tape media, batteries, etc.

EXHIBIT D

PRICING AND BILLING SCHEDULE

LAC+USC MEDICAL CENTER

EXHIBIT D

PRICING AND BILLING SCHEDULE

I. SYSTEM HARDWARE MAINTENANCE:

ITEM NO.	DESCRIPTION	TOTAL QTY	
1.	Workstation-1526 NCD Explora 450 16MB 17"C SUN-5 KBD	75	\$3,032.00
2.	Server-Enterprise 450 250MHz, 25GB Disk, Spare Power Supply, RAID Disk Storage	3	\$1440.00
3.	Server-Ultra 60 250MHz, 256MB, 8GB, C Compiler, Tape Drive, KBD, Mouse, Display	1	\$191.00
4.	Server-Ultra 60 250MHz, 256MB, 8GB, KBD, Mouse, Display	1	\$191.00

5.	Printer-Lexmark Optra N, 16MB, Dup/Enet	9	\$828.00
6.	Modem-Micro Deskport Fast-SUNkit	1	\$44.00
7*	SunFire V250 server, 21 Ghz Ultra SPARCIII 36 GB, 10,000 rpm Disk Drive	1	\$152.00
8*	SunFire V250 server, 11 Ghz Ultra SPARCIII 36 GB, 10,000 rpm Disk Drive	1	\$152.00
9*	Tape Drive, Storage Edge 40 GB DLT 8000	1	\$41.00

Monthly System Hardware Maintenance:

\$ 6,071.00

Total for First Year of Contract (\$6, 071 x 12 months)

\$72,852.00

Total for the term of Contract (\$72, 853 x 3 years)

\$218,556.00

*Hardware upgrade maintenance services to be provided by CONTRACTOR

EXHIBIT D

PRICING AND BILLING SCHEDULE

II. SYSTEM SOFTWARE MAINTENANCE:

ITEM NO.	DESCRIPTION	TOTAL QTY	MONTHLY PRICE
1.	System Software Support / ICU beds (includes all Software listed in Section II.A and B, page B-2, of Exhibit B)	50 beds	\$15,724.00

Monthly System Software Support:	\$15,724.00
Total for First Year of Contract (\$15,724 x 12)	\$188,688.00
Total for the term of Contract (\$188,688.00 x 3)	\$566,064.00

III. ON-SITE SUPPORT PERSONNEL:

Monthly Price for one (1) On-Site Personnel:	\$27,040.00
Total for First Year of Contract (\$27,040 x 12)	\$324,480.00
Total for the term of Contract (\$324,480.00 x 3)	\$973,440.00*

* Subject to Inflation Adjustment in Years Two and Three as described in Paragraph 9.0 of the Agreement (Contractor's Rate Adjustment/Suspension)

IV. REMOTE SERVICES:

Monthly Price for Remote Services:	\$9,672.00
Total for First Year of Contract (\$9,672.00 x 12)	\$116,064.00
Total for the term of Contract (\$116,064.00 x 3)	\$348,192.00

V. **HARDWARE MAINTENANCE, SOFTWARE SUPPORT, AND SERVICES PRICING:**

Summary:

SERVICES	Monthly	1st year	Contract Duration
Hardware Maintenance	\$6,071.00		\$218,556.00
Software Support	\$15,724.00		\$566,064.00
On-Site Support Personnel	\$27,040.00		\$973,440.00
Remote Services	\$9,672.00		\$348,192.00
Hardware Upgrade (one time cost)	—	\$18,800.00	\$18,800.00
TOTAL	\$58,507.00		\$2,125,052.00

Total Price for all Services for contract duration: \$2,125,052.00

EXHIBIT D

PRICING AND BILLING SCHEDULE

- VI. CONTRACTOR shall invoice COUNTY for On-Site Support Personnel on a monthly basis for support provided to COUNTY by such on-site support staff member (inclusive of CONTRACTOR's vacation, holiday, sick, and jury duty benefits afforded to CONTRACTOR's other staff). For purpose of this Section VI, reasonable jury duty shall be defined as up to ten (10) days per twelve (12) month period, unless otherwise agreed to, in writing, by COUNTY's Project Manager and CONTRACTOR's Project Manager. Furthermore, vacation, holiday, sick, jury duty and time off for training shall not under any circumstances impair the delivery and performance level of services contracted for in accordance with Exhibit A. All vacation and jury duty requests shall be subject to prior approval by COUNTY's Project Manager (which approval shall not be unreasonably withheld).
- VII. COUNTY shall pay CONTRACTOR Twenty- Seven Thousand and Forty Dollars (\$27,040.00) per month for one (1) On-Site Support individual, monthly in arrears. On-Site Support Personnel price shall remain the same for the first twelve (12) months.

Thereafter, prices will be subject to an annual increase as described in Paragraph 9.0 (Contractors Rate Adjustments/ Suspension) of the body of the Agreement and upon ninety (90) days advanced written notice from CONTRACTOR. COUNTY will approve such notification thirty (30) days prior to effective date. System Hardware Maintenance, System Software Maintenance and Remote Services rates shall remain unchanged as specified in this Exhibit D for the term of this Agreement.

- VIII. Option to Terminate Remote Services: In addition to any other termination provisions stated in the body of this Agreement, COUNTY may, at its sole option, elect to terminate Remote Services effective no earlier than March 1, 2005. COUNTY shall provide at least ninety (90) days written notice to CONTRACTOR of such election prior to the effective date of termination.

EXHIBIT E

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME _____

CONTRACTOR/EMPLOYER NAME _____

CONTRACTOR NAME _____

LOS ANGELES COUNTY CONTRACT NUMBER _____

GENERAL INFORMATION

Your employer referenced above has entered into a Contract with the above-referenced Contractor to provide certain services to the County of Los Angeles (hereafter sometimes "County") under the above-referenced County Contract between the above-referenced Contractor and the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that the above-referenced Contractor is my sole employer for purposes of this employment. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County during the period of this employment. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

CONFIDENTIALITY

You may be involved with work pertaining to services provided by the County and, if so, you may have access to confidential data, information and materials pertaining to persons and/or entities

CONTRACTOR EMPLOYEE
ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
(CONTINUED)

PROJECT NAME _____

CONTRACTOR/EMPLOYER NAME _____

CONTRACTOR NAME _____

LOS ANGELES COUNTY CONTRACT NUMBER _____

receiving services from the County. In addition, you may also have access to confidential proprietary data, information and materials which are owned and/or copyrighted by the County, the above-referenced Contractor or other vendors doing business with the County. The County as well as you have a legal obligation to protect all such confidential data, information and materials in its possession, especially data, information and materials concerning health, criminal and welfare recipient records and proprietary data, information and materials. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data, information and materials. Consequently, you must sign this Agreement as a condition of your work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data, information or materials obtained while performing work related to the above-referenced County Contract. I agree to forward all requests for the disclosure or release of any data, information or materials received by me to the Contractor's Project Manager for the above-referenced County Contract and to my immediate supervisor.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me as related to the above-referenced County Contract. I agree to protect these confidential items against disclosure to other

**CONTRACTOR EMPLOYEE
ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
(CONTINUED)**

PROJECT NAME _____

CONTRACTOR/EMPLOYER NAME _____

CONTRACTOR NAME _____

LOS ANGELES COUNTY CONTRACT NUMBER _____

than my employer or County employees who have a need to know the information. I agree that if proprietary data, information and materials of the County, the above-referenced Contractor or other County vendors is provided to me during this employment, I shall keep such data, information and materials confidential.

I agree to report any and all violations of the above-referenced County Contract or this Agreement by myself and/or by any other person of which I become aware to the Contractor's Project Manager for the above-referenced County Contract and to my immediate supervisor. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the Contract, or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this Agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME: _____
(Signature)

DATE: ____ / ____ / ____

NAME: _____
(Print)

SOCIAL SECURITY NUMBER: _____

WORKING TITLE: _____

EXHIBIT F

CONTRACTOR'S E E O CERTIFICATION

EXHIBIT F

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 22001, Administrative Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | |
|----|--|-----------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | YES
NO |
| 2. | The Contractor periodically conducts a self analysis or utilization of its work force. | YES
NO |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | YES
NO |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals and timetables. | YES
NO |

Name and title of signer (please print or type)

Signature

Date

EXHIBIT G

BUSINESS ENTERPRISE IDENTIFICATION FORM

EXHIBIT H

CERTIFICATION REGARDING

CONFLICT OF INTEREST

EXHIBIT H

CERTIFICATION REGARDING CONFLICT OF INTEREST

Section 2.104.295 of the Los Angeles County Code provides that the COUNTY shall not contract with, and shall not reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in subsection (C)(1) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, come within the provisions of subsection (a), and who
 - (1) Were employed in positions of substantial responsibility in the area of service to be performed under the contract, or
 - (2) Participated in any way in developing the contract or its service specifications;
- (d) Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders;
- (e) Persons or profit-making firms or businesses which employed or retained the services of persons described in (a) or (c) above to assist them in the preparation of a bid or proposal.

CONTRACTOR certifies that this Agreement is in compliance with the above provisions of the County Code as concerns CONTRACTOR.

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 1 of 5

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 2 of 5

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 4 of 5

1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 5 of 5

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE

Page 1 of 3

2.202.010 Findings and declarations.

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE

Page 2 of 3

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

A. The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the county; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE

Page 3 of 3

contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

(Print current Debarment List from County Contract Database)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

APPENDIX D

Vendor Name: Shobie Enterprises DBA Seahawk Construction

Principal Owners: Shamir Ahmad Qazi

Debarment Start Date: April 30, 2002 Debarment End Date: April 30, 2005

Vendor Name: Automation Data Solutions

Principal Owners: Renee Setero

Debarment Start Date: March 4, 2003 Debarment End Date: March 3, 2006

Vendor Name: 2X, Inc. a.k.a. LA Internet, Inc.,
2X Access
Internet Business International
(Referred to collectively as "LA Internet")

Principal Owners: Ken Reda
Albert Reda
Louis Cherry

Debarment Start Date: September 9, 2003 Debarment End Date: September 8, 2006

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION		RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
Proposer Name: _____		Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
Contracting Department: _____			
Department Contact Person: _____			
Phone: _____			
MAJOR		8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*			
SIGNIFICANT		4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*			
MINOR		2 - 3%	4 - 6%
County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*			
INSIGNIFICANT		0 - 1%	1 - 2%
County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*			
NONE		0	N/A
County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*			

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)

Department of the Treasury
Internal Revenue Service
Notice 1015
 (Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Alta Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.